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9 Attorneys for Bayview Loan Servicing, LLC, its assignees and/or successors

10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 LOS ANGELES DIVISION

13 In re:) Case No. 2:12-bk-33061-WB
14)
15 Juan Gabriel Rosas) Chapter 13
16 Martha Fabiola Rosas,)
17 Debtors.) **STIPULATION FOR ADEQUATE**
18) **PROTECTION**

19)
20) Hearing Date: 4/21/2015
21) Hearing Time: 10:00 AM
22) Courtroom: 1375
23)
24)
25)
26)
27)
28)
29)

ADEQUATE PROTECTION AGREEMENT

(This attachment is the continuation page for paragraph 7 of this order.)

The stay remains in effect subject to the following terms and conditions:

1. ☐ The Debtor tendered payments at the hearing in the amount of \$_____.
2. ☒ The Debtor must make regular monthly payments commencing 5/1/2015. The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant under this Adequate Protection Agreement must be paid to Movant at the following address:

**M&T Bank
Payment Processing
PO Box 62182
Baltimore, MD 21264-2182**

3. ☐ The Debtor must cure the postpetition default computed through _____ in the sum of _____ as follows:
 - a. ☐ In equal monthly installments of _____ each commencing (date) _____ and continuing thereafter through and including (date) _____
 - b. ☐ By paying the sum of \$ _____ on or before (date) _____,
 - c. ☐ By paying the sum of \$ _____ on or before (date) _____,
 - d. ☐ By paying the sum of \$ _____ on or before (date) _____,
 - e. ☐ Other (specify): _____
4. ☒ The Debtor must maintain insurance coverage on the Property and must remain current on all taxes that fall due postpetition with regard to the Property.
5. ☐ The Debtor must file a disclosure statement and plan on or before (date) _____
The disclosure statement must be approved on or before (date) _____
The plan must be confirmed on or before (date) _____
6. ☒ Upon any default in the terms and conditions set forth in paragraphs 1 through 5 of this Adequate Protection Agreement, Movant must serve written notice of default to the Debtor and the Debtor's attorney, if any. If the Debtor fails to cure the default within 14 days after service of such written notice:
 - a. ☐ The stay automatically terminates without further notice, hearing or order.
 - b. ☒ Movant may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
 - c. ☐ The Movant may move for relief from the stay upon shortened notice in accordance with LBRs.
 - d. ☐ The Movant may move for relief from the stay on regular notice.
7. ☒ Notwithstanding anything contained in this Adequate Protection Agreement to the contrary, the Debtor shall be entitled to a maximum of (number) **(3) (three)** notices of default and opportunities to cure pursuant to the preceding paragraph. Once the Debtor has defaulted this number of times on the obligations imposed by this order and has been served with this number of notices of default, Movant is relieved of any obligation to serve additional notices of default or to provide additional opportunities to cure. If an event of default occurs thereafter, Movant will be entitled, without first serving a notice of default or providing the Debtor with an opportunity to cure,

to file and serve a declaration under penalty of perjury setting forth in detail the Debtor's failures to perform under this Adequate Protection Agreement, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

8. ☒ This Adequate Protection Agreement is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated with respect to the Property by court order or by operation of law, this Adequate Protection Agreement ceases to be binding and Movant may proceed to enforce its remedies under applicable nonbankruptcy law against the Property and/or against the Debtor.
9. ☒ If Movant obtains relief from stay based on the Debtor's defaults under this Adequate Protection Agreement, the order granting such relief will contain a waiver of the 14-day stay as provided in FRBP 4001(a)(3).
10. ☒ Movant may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which Movant would otherwise have been entitled under applicable nonbankruptcy law.
11. ☒ Other (*specify*): Debtor shall pay additional attorney fees of \$100.00 to Secured Creditor for each default notice issued.

Date 4/10/2015

/s/ Merdaud Jafarnia
Merdaud Jafarnia, Esq.
Attorney for Movant

Date _____

See Exhibit 1
Steven A Alpert
Attorney for Debtor

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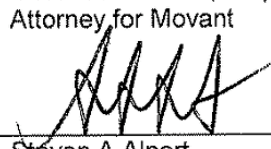
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10. ☒ Movant may accept any and all payments made pursuant to this order without prejudice to or waiver of any rights or remedies to which Movant would otherwise have been entitled under applicable nonbankruptcy law.
11. ☒ Other (*specify*): Debtor shall pay additional attorney fees of \$100.00 to Secured Creditor for each default notice issued.

Date _____

Merdaud Jafarnia, Esq.
Attorney for Movant

Date _____


Steven A Alpert
Attorney for Debtor

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